

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

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KENNETH ADAMSON,)	
Plaintiff,)	CIVIL ACTION NO.: 04-CV-11623 (DPW)
)	
v.)	
)	
WYETH PHARMACEUTICALS f/k/a,)	
WYETH-AYERST PHARMACEUTICALS)	
and ROBERT WINTERS,)	
Defendants.)	
_____)	

DEFENDANTS' RULE 26(a)(1) DISCLOSURES

Defendants Wyeth Pharmaceuticals ("Wyeth" or the "Company") and Robert Winters ("Mr. Winters") (collectively "Defendants"), make the following Initial Disclosures ("Disclosures") as required by Rule 26(a)(1) of the Federal Rules of Civil Procedure. Defendants note that this case is still in the very early stages of analysis. The disclosures made herein are a good faith effort to comply with the requirements of Fed. R. Civ. P. 26(a)(1). It is expected that discovery, independent investigation, legal research and analysis will supply additional facts that may lead to new or different legal contentions, computations and calculations, and may lead to substantial additions to, changes in, and variations from the disclosures made herein. Defendants will supplement these disclosures as required by federal and local rules of civil procedure or by the Court as this case develops. These disclosures are made without prejudice to Defendants' rights to produce and present facts, witnesses, arguments, computations, calculations, or other evidence that may have been omitted by lack of knowledge, oversight, inadvertence, good faith error, or mistake.

I. WITNESSES

The name and last known address of each person reasonably “likely to have discoverable information that the [Defendants] may use to support [their] claims or defenses . . .[and] identifying the subjects of the information.” See Fed. R. Civ. P. 26(a)(1)(A).

<u>Person</u>	<u>Subject of Information</u>
Robert Winters c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Interview and evaluation of candidates for the 2001 District Manager positions, including plaintiff.
Claudia Diotalevi c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Interview and evaluation of candidates for the 1999 Representative position, including plaintiff.
Matthew Dean c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Evaluation of candidates, including plaintiff, for potential future Area Marketing Manager positions at Wyeth.
Nicholas Marmontello c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Evaluation of candidates, including plaintiff, for potential future Area Marketing Manager positions at Wyeth.
Sandy Close c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Plaintiff’s applications for direct employment with Wyeth.
Robert Benedetto c/o Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC One Financial Center Boston, MA 02111	Plaintiff’s refusal to interview for a position he applied for at Wyeth.
Carmen Boswell c/o Mintz, Levin, Cohn, Ferris, Glovsky and	Wyeth’s personnel records, policies and diversity initiatives.

Popeo, PC One Financial Center Boston, MA 02111	initiatives.
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II. DOCUMENTS

“[D]ocuments, data compilations, and tangible things that are in the possession, custody or control of the party and that the disclosing party may use to support its claims or defenses.” See Fed.

R. Civ. P. 26(a)(1)(B).

1. Documents concerning Plaintiff’s pursuit of employment at Wyeth.
2. Documents concerning Wyeth’s personnel policies.
3. Documents concerning Plaintiff’s work through Innovex on behalf of Wyeth.
4. Documents concerning Wyeth’s business and sales objectives.
5. Documents concerning diversity initiatives at Wyeth.
6. Documents concerning the consideration of Innovex employees for employment at Wyeth.

Each of these documents is available from counsel for Defendants.

III. COMPUTATION OF DAMAGES

At this juncture, Defendants have not sought damages against Plaintiff, however, to the extent permissible under the law, Defendants anticipate seeking attorneys’ fees, costs and disbursements. See Fed. R. Civ. P. 26(a)(1)(C).

IV. INSURANCE

Defendants state that they do not maintain an insurance agreement “under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which

may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.”

See Fed. R. Civ. P. 26(a)(1)(D).

Respectfully submitted,

WYETH PHARMACEUTICALS
and ROBERT WINTERS

Donald W. Schroeder, BBO #646700
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and Popeo, P.C.
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Dated: September 16, 2004